

May 10, 2022

To: All Potential Respondents  
From: Craig Trotter, Purchasing Agent

Subject: RFB1522005021

### **Addendum One - Answers to Questions**

**Please amend the subject RFP to include answers to the following timely received questions:**

Q1. Will the contract be available to agencies statewide, or is it for users at the Iowa Department of Administrative Services (DAS) only? Our inclination is that it's a statewide agreement because of the RFB's references to Participating Agencies in sections 1.2 (page 2), 1.5 (page 3), and 3.9 (page 13)?

**A1. The agreement will be available to all State Agencies. It will also be available to all city and county municipalities across the state if they choose to use it.**

Q2. If the contract is intended as a statewide agreement, what types of agencies may use it? Iowa code section 8B.1 defines Participating Agency as "any state agency, except the state board of regents and institutions operated under the authority of the state board of regents." Would the contract be available to state-level agencies only? Or also to agencies at city and county levels?

**A2. See answer to question one.**

Q3. If the contract is for researchers at DAS only (and is not a statewide agreement), how many Professional Users does DAS have? Examples of these users are attorneys, librarians, investigators or analysts who are employed by the agency. These are different from "Staff Support Users," such as paralegals, interns, legal secretaries or other administrative staff, who receive complimentary access at no additional cost.

**A3. See answer to question one.**

Q4. Assuming the RFB is for a statewide agreement, pricing depends on multiple factors: number of users, desired content and solutions, contract term, etc. Therefore, we would need our bid to reflect ceiling prices that can be discounted on a case-by-case basis for individual agencies and their needs. Please confirm this approach is acceptable to the State.

**A4. Yes, pricing will depend on multiple factors: number of users, desired content and solutions. Pricing should be a based cost for all available services that you offer along with costs for any add-on services.**

Q5. RFB page 1 contains a link to the General Terms and Conditions for Service Contracts/Solicitations (effective 5/1/2016). Additionally, the RFB includes Attachment 6 titled Security Terms. Both contract documents include provisions addressing the same subjects (intellectual property, warranties, etc.). Do both apply to the final agreement? Or does Attachment 6 only apply?

A5. Generally, it will be a combination of both documents.

Q6. RFB section 3.1(p) on page 10 requests investigative tools. We provide these solutions from an affiliate company, which has a separate legal name, federal tax ID, licensing terms, remittance address, and legal, sales and billing departments. Because of these differences, we would need a separate contract for investigative tools under a different company name. To help keep things separate, would the State prefer a separately submitted bid for investigative tools? We note multiple award are permissible under RFB section 3.9, page 13. Or should we include information about investigative tools in the same bid as legal research solutions and complete two versions of the RFB attachments (one version from each affiliate company)?

A6. No, the State would not prefer separately submitted bids. The State would consider your affiliate as a subcontractor to your company. Per IAC 117.19(9) Subcontractors or secondary suppliers. Vendors shall be responsible for the actions of and performance of their subcontractors or secondary suppliers. Vendors shall be responsible for payment to all subcontractors or secondary suppliers. Vendors awarded a state construction contract shall disclose the names of all subcontractors within 48 hours after the award of the contract and advise the department of changes in the names of subcontractors throughout the duration of the project

**Please acknowledge receipt of this addendum by signing in the space provided below, and return this letter with your offer (do not send back separately).**

I hereby acknowledge receipt of this addendum.

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Signature

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Date

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Typed or Printed Name